

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

TEXAS WORKFORCE COMMISSION




| | | | |
|--|---|----------------------------|-------------------|
| | | TWC Contract Number | 2923EDE068 |
| TITLE | INFORMATION RELEASE CONTRACT | | |
| Recipient | | | |
| Name | U.S. Department of Health and Human Services | | |
| Street Address | 1100 Commerce, Ste 629 | | |
| City/State/Zip | Dallas, TX 75242 | | |
| Telephone Number | (972) 271-3377 | | |
| Contract Period | | | |
| This Contract shall begin on August 1, 2023 (“Begin Date”) and shall terminate on July 31, 2024 (“End Date”), unless all parties have not executed this Contract before August 1, 2023, in which case the Begin Date will be the date on which the last signature occurs. This Contract may be renewed for subsequent one (1) year terms, but with a maximum of four (4) renewals. The total term of this contract must not exceed five (5) years. | | | |
| Funding Information | | | |
| The total amount of this Contract will not exceed the sum of | | | \$1,500.00 |
| Remarks | | | |
| This Contract is contingent on Recipient’s acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments. | | | |
| Summary | | | |
| Information to be provided by TWC will include: | | | |
| <ul style="list-style-type: none"> • wage records (WR), • unemployment compensation claims benefit data (UI), • employer master file (ER) inquiry. | | | |
| Type of Access: | | | |
| Online access only | | | |
| Number of online users and rate: | | | |
| 1-10 for \$1,500/year | | | |
| Prior contract reference: This contract replaces and supersedes all previous contracts, including 2922PEN051. | | | |

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Signature Authority

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

| Agency Approval | Recipient Approval |
|--|--|
| Agency: Texas Workforce Commission  <div style="float: right;">7/27/2023</div> <hr/> John Greytok Date Senior Adviser to the Executive Director | Recipient: U.S. Department of Health and Human Services  <div style="float: right;">7/28/2023</div> <hr/> Derrick Franklin Date Assistant Inspector General for Investigations |
| |  <div style="float: right;">7/31/2023</div> <hr/> Darrien Demps Date Director/Contracting Officer for Acquisitions Division |

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GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This Contract sets forth the obligations of the Texas Workforce Commission (“Agency”) and the Recipient identified on the cover page (each a “Party” and together “the Parties”) with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in Attachment A.
- 1.2 Agency certifies that it has the authority to contract for the release of the subject data to Recipient pursuant to Texas Labor Code §§ 301.061 and 302.002.

SECTION 2 – Term, Termination, and Amendment

- 2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein. Recipient shall not be entitled to any refund of the annual subscription fee if access to Agency records is online.
- 2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

- 3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.
- 3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

- 4.1 “TWC Information” means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient’s records, files or data compilations.

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- 4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor’s Office, the United States government, and their authorized representatives to determine Recipient’s compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

- 6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency’s invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.
- 6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.
- 6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.
- 6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.
- 6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient’s breach.

SECTION 7 – Miscellaneous

- 7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not “public information” for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

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- 7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.
- 7.3 To the fullest extent permissible by law, this Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. To the extent permissible by law, venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**
- 7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.
- 7.5 To the extent permissible by law, Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.
- 7.6 To the extent permissible by law, Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.
- 7.7 To the extent permissible by law, Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.
- 7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist, and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.
- 7.9 This Contract is the entire agreement between the Parties.
- 7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.
- 7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.
- 7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION
AND
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

- 1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.
- 1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information, as defined in Attachment B, item 1, solely for the Limited Purpose(s) listed in the Request and Safeguard Plan and associated correspondence which is incorporated into this Contract and marked as Exhibit 1. Recipient warrants that all statements and information in Exhibit 1, Request and Safeguard Plan and associated correspondence true and correct to the best of my knowledge and understands that their organization is bound by the representations in Exhibit 1. Any other use of TWC Information by Recipient is a breach of this Contract.
- 1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

- 2.1 Description of TWC Information Disclosed and Method of Access. Agency agrees to provide access to the TWC information requested and via the method as described in Exhibit 1.
- 2.2 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.
- 2.3 Method of transfer. Agency will transfer TWC Information to Recipient only as specified in the Request and Safeguard Plan or by other methods approved in writing in advance by Agency Chief Information Security Officer or his/her designee.

SECTION 3 – Obligations of Recipient

- 3.1 Online Access.
 - 3.1.1 Direct Oversight of Users. Recipient shall ensure that all individuals with online access through user TWC system log-in accounts (“Users,”) are direct Recipient employees.

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- 3.1.2 Annual Fee and Payment. Recipient shall pay Agency the annual subscription fee applicable to the access identified in Exhibit 1, Request and Safeguard Plan. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) calendar days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. If access identified in the Request and Safeguard Plan in Exhibit 1 is for multiple years, the Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) calendar days of the beginning of each contract year. If the contracting entity is a city or county, also known as a "local entity", Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.
- 3.1.3 User Documents. All prospective online Users must execute a Texas Workforce Commission User Agreement ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").
- 3.1.4 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Exhibit 1, Request and Safeguard Plan) a copy of the completed Texas Workforce Commission User Agreement ("User Agreement"), Attachment C and the Security Training certificate with a completed Transmittal Cover Sheet ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements, which are subject to on-site and desk review audits.
- 3.1.5 Annual User Renewal. For multi-year, extended, and new contracts continuing, extending, or replacing a prior contract with online access, each year, on the first day of the month following the anniversary of the Begin Date the Recipient Contact Person shall provide new User Agreements and the Security Training certificate. The User Agreements and Security Training certificates shall be submitted with a completed Cover Sheet no earlier than 30 days before the first day following the anniversary of the Begin Date. The User Agreements and Training Certificates shall be executed and dated no more than thirty (30) calendar days before submission. Failure by Recipient Contact Person to timely provide annual User Agreements, shall result in Agency terminating User access.
- 3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.
- 3.1.7 Monthly Review. For contracts with over twenty-five (25 users), Recipient Contact Person shall review the list of current Users monthly to ensure that the Users have not left employment or changed job duties or otherwise no longer need access. Recipient shall document their process for comparing the current users list with the list of employees needing access. The documentation of the review process should be maintained on file for review by Agency upon request.

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- 3.1.8 Notice of Suspected Violations. Recipient shall notify Agency of any suspected or confirmed User violation of the confidentiality and security provisions within twenty-four (24) hours of discovery and shall take appropriate corrective action.
- 3.1.9 Changes to TWC Information Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.1.10 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.
- 3.2 Offline Access. If Offline access is selected in Exhibit 1, Request and Safeguard Plan, the provisions of this section apply.
- 3.2.1 Offline Request Submission. For matches of wage records to SSNs, unemployment compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed *Request for Texas Workforce Commission Records*, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with the Information Technology Department contract listed on Exhibit 1, Request and Safeguard Plan. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.
- 3.2.2 Offline Rates. Rates for Offline requests are calculated on a per-request basis as specified in Exhibit 1, Request and Safeguard Plan.
- 3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice for information requested Offline.
- 3.2.4. Tracking of Offline Access. Each quarter, the Recipient shall submit to the Agency Point of Contact a list of the data requests made and data received during the prior quarter including information necessary for identifying each transfer of data, whether a match against Recipient data, a scheduled transfer, or a transfer upon request. The quarterly filing dates are January 15, April 15, July 15, and October 15.
- 3.3 Additional Requirements.
- 3.3.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.
- 3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security safeguard provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.
- 3.3.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's

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possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

- 3.3.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation, and audit by Agency.
- 3.3.5 Inspections. To the extent permissible by law, recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.
- 3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment G, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 15, April 15, July 15, and October 15. Each report must be completed after the end of the prior calendar quarter and must have been signed within fifteen (15) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the Contract for cause.
- 3.3.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, to the extent permissible by law, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.
- 3.3.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 3.3.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.
- 3.3.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

- 4.1 Designation. The Parties designate the primary liaisons as specified in Exhibit 1. Request and Safeguard Plan.

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Agency Contact Person

Contract Management Team
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: (737) 400-5482
Fax: (512) 936-0219
Email: DEContracts@twc.texas.gov

- 4.2 Notice. Any notice required under this Contract must be given to the Recipient's Contact Person specified in Exhibit 1. Request and Safeguard Plan or the Agency Contract Person.
- 4.3 Notice to Alternate. If Recipient designates an alternate Contact Person in Exhibit 1, Request and Safeguard Plan, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.
- 4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.
- 4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Parties Option for Extension and Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all prior contracts, if any, between them for information release or data sharing as specified in Exhibit 1. Request and Safeguard Plan.

SECTION 6 – Re-Disclosure Authorization, Roles and Responsibilities

- 6.1 Re-disclosure Authorization. Notwithstanding the provisions set forth in Sections 10 and 11 regarding unauthorized and authorized redisclosure, Recipient is authorized to re-disclose TWC Information for the Limited Purposes specified in Exhibit 1, Request and Safeguard Plan, consistent with 20 CFR § 603.9(c)(1)(v), to Recipient's agent or contractor, provided Recipient retains responsibility for the uses of the confidential TWC Information by Recipient's agent or contractor and complies with the safeguards in Attachment B, Safeguards for TWC Information, to the same extent and degree as those safeguards are applicable to Recipient's use of TWC Information.
- 6.2 Re-disclosure Additional Safeguards. For Recipient's re-disclosure of any TWC information permitted under this Section 6 of Attachment A, Recipient shall be responsive for all re-disclosure by their contractor or agency.

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- 6.3 Re-disclosure Audit. If re-disclosure is approved, Recipient's security safeguards and procedures, as well as Recipient's access to, use of and re-disclosure under Attachment B, Section 11.3, of TWC information, are subject to monitoring, evaluation, and audit by Agency.
- 6.4 Re-disclosure Identity Theft Protection. If re-disclosure is approved in Attachment B, Section 11.3, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization by any entity provided information by Recipient under Section 11.3 of Attachment B. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

SAFEGUARDS FOR TWC INFORMATION

1. “Recipient” in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

“TWC Information” means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient’s records, files, or data compilations.
2. Monitoring. Recipient shall monitor its Users’ access to and use of TWC Information and shall ensure that TWC Information is used only for the following “Limited Purpose” as set forth in Exhibit 1, Request and Safeguard Plan. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.
4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.
5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.
7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose(s) is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment F, *Certificate of Destruction for Contractors and Vendors*, which is attached to this Contract and incorporated for all purposes.
8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.
9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.
10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
 - 10.1 to any contract employee of Recipient or any individual not employed by Recipient;
 - 10.2 to another government entity, including a law enforcement entity;
 - 10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

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11. Authorized Disclosure. TWC Information may only be disclosed:
 - 11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose(s); and
 - 11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.
 - 11.3 to federal law enforcement agency that Recipient determines is necessary to perform investigative or prosecutorial assistance in a criminal case and that the name of which has been entered by Recipient in a log together with the information shared with such federal law enforcement agency. No information will be shared with a federal law enforcement agency unless the personnel of which are held to the same standard of processing, training, and protecting information as U.S. Health and Human Services employees who have a need to use the TWC Information for the limited purpose.
12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.
13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.
14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.
15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.
16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.
18. Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information as required by 20 CFR Part 603* and this Contract relating to safeguarding TWC Information and ensuring its confidentiality.
19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.
20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.
21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

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22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit AES encryption and the current FIPS 140 series encryption standards.
23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.
25. Additional Re-Disclosure Authorization, Roles and Responsibilities. Notwithstanding Sections 10 and 11 of this Attachment B, Safeguards for TWC Information, Recipient is authorized to re-disclose TWC Information for the Limited Purposes specified in Exhibit 1, Request and Safeguard Plan, consistent with 20 CFR § 603.9(c)(1)(v), to Recipient's agent or contractor, provided Recipient retains responsibility for the uses of the confidential TWC Information by the agent or contractor and complies with the following additional safeguard provisions in this section 25.
- 25.1 Additional Re-Disclosure Safeguard Standards. Recipient shall hold Contract personnel to the same standard of processing, training, and protecting information as Recipient employees who have a need to use the TWC information for the Limited Purpose.
- 25.2 Additional Re-Disclosure Monitoring Requirements. Recipient shall monitor its Users' access to and use of TWC *as well as the access to and use of TWC Information by those contractors or agents to which TWC Information has been re-disclosed under this Section 25* and shall ensure that TWC Information is used only for the "Limited Purpose(s)" set forth in Exhibit 1, Request and Safeguard Plan. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.
- 25.3. Additional Instruction for Re-Disclosure: Recipient shall instruct *each entity to which TWC Information has been re-disclosed under this Section 25* about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that each entity has been so instructed as required.
- 25.4. Additional Disposal Requirements for Re-Disclosure. For any TWC Information re-disclosed under this section 25, Recipient shall require as a condition of re-disclosure that any federal agency to which TWC Information has been re-disclosed agree to no further disclosure of TWC Information and to return such TWC Information to Recipient when no longer needed or to confirm that the information has been properly destroyed by shredding or burning.

Remainder of page intentionally left blank.

TEXAS WORKFORCE COMMISSION
 INFORMATION RELEASE CONTRACT

Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____
 (User's Printed Name) (User's Social Security Number)

 (User's work phone number) (Print User's work street address)

 (Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose(s)" only: to assist in criminal investigations, to assist in locating defendants, witnesses, and fugitives in criminal cases, to assist in locating persons with outstanding warrants, to assist in determining eligibility for public assistance/services. I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose(s). I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense to knowingly access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to \$2,000 or up to \$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

Signature of User_____
Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

Signature of Supervisor_____
Printed Name_____
Date signed

Approval of Contract Signatory or Contact Person named in Contract:

Signature of Contract Signatory or Recipient Contact Person_____
Printed Name_____
Date signed

All fields on this User Agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of executed User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract. An incomplete User Agreement will be rejected.

**TRANSMITTAL COVER SHEET
FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES
AND EXISTING USER TRAINING CERTIFICATES**

To: **EAGLE Administration**

___ via email to: EAGLEsupport@twc.texas.gov
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **EAGLE Administration**
Texas Workforce Commission
101 East 15th Street, Room 0108
Austin, TX 78778-0001

From: _____ (Recipient Contact Person)
_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.

For questions regarding the User Agreement, please email EAGLEsupport@twc.texas.gov

Note: An incomplete User Agreement will be rejected

TEXAS WORKFORCE COMMISSION
INFORMATION RELEASE CONTRACTTexas Workforce Commission
Certificate of Destruction for Contractors and Vendors

Attachment F

| | | | | | |
|---|---------|---------------------------|----------------------------------|--------------------------|--|
| Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf | | | | | |
| Contact Name | | Title | | Company Name and Address | |
| | | | | | |
| You may attach an inventory of the media if needed for bulk media disposition or destruction. | | | | | |
| Media Type | | | Media Title / Document Name | | |
| HARD COPY | | ELECTRONIC | | | |
| Media Description (Paper, Microfilm, Computer Media, Tapes, etc.) | | | | | |
| Dates of Records | | | | | |
| Document / Record Tracking Number | | TWC Item Number | Make / Model | Serial Number | |
| | | | | | |
| Item Sanitization | CLEAR | Who Completed? | | Who Verified? | |
| | PURGE | Phone | | Phone | |
| | DESTROY | DATE Completed | | | |
| Sanitization Method and/or Product Used → | | | | | |
| Final Disposition of Media | | Reused Internally | | Destruction / Disposal | |
| | | Reused Externally | | Returned to Manufacturer | |
| | | Other: | | | |
| <u>Comments:</u> | | | | | |
| If any TWC Data is retained, indicate the type of storage media, physical locations(s), and any planned destruction date. | | | | | |
| Description of TWC Data Retained and Retention Requirements: | | | | | |
| | | | | | |
| Proposed method of destruction for TWC approval: | | Type of storage media? | | | |
| | | Physical location? | | | |
| | | Planned destruction date? | | | |
| Within five (5) days of destruction or purging, provide the TWC with a signed statement containing the date of clearing, purging or destruction, description of TWC data cleared, purged or destroyed and the method(s) used. | | | | | |
| Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests. | | | | | |
| Records Destroyed by: | | | Records Destruction Verified by: | | |
| | | | | | |
| Signature | Date | | Signature | Date | |

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission
Certificate of Destruction for Contractors and Vendors**Attachment F****INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION**

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization.
http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for **federal tax information (FTI)**. These guidelines are also required for sensitive or confidential information that may include **personally identifiable information (PII)** or **protected health information (PHI)**. **NIST 800-88, Appendix A** contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e., crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.
6. Send the signed Certificate of Destruction to:

Texas Workforce Commission
Information Security Office
Room 0330A
101 E. 15th Street
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

ciso@twc.texas.gov

| | | |
|-----------------------------------|--------------|---|
| Final Distribution of Certificate | Original to: | Chief Information Security Officer |
| | Copy to: | 1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager |

GP Revised: 09-02-

QUARTERLY SELF-ASSESSMENT REPORT**Failure to submit this report by due date can result in termination of all access to TWC Information.**The period covered is -Year: _____ Quarter Q1, Q2, Q3, Q4The entity receiving TWC Information under TWC Contract (“Recipient”) confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following:

| | |
|--|----------------|
| 1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Exhibit 1. Request and Safeguard Plan of the Contract. | Yes: __ No: __ |
| 2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information. | Yes: __ No: __ |
| 3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means. | Yes: __ No: __ |
| 4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient’s computer systems. | Yes: __ No: __ |
| 5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in <i>Safeguards for TWC Information</i> (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). | Yes: __ No: __ |
| 6. Recipient adhered to confidentiality requirements and procedures that are consistent with and meet the requirements of the TWC Contract. | Yes: __ No: __ |
| 7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly. | Yes: __ No: __ |
| 8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.) | Yes: __ No: __ |
| 9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate. | Yes: __ No: __ |
| 10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 found in <i>Safeguards for TWC Information</i> (Attachment B) and the TWC Contract. | Yes: __ No: __ |

TEXAS WORKFORCE COMMISSION
 INFORMATION RELEASE CONTRACT

| | |
|--|---|
| 11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII. | Yes: __ No: __ |
| 12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption. | Yes: __ No: __ |
| 13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to EAGLEsupport@twc.texas.gov . | Yes: __ No: __ |
| 14. All users have completed the training within the previous 12 months. | Yes: __ No: __ |
| <p>15. Do you re-disclose to other entities under Section 6, Redislosure Authorization, Roles and Responsibility, of Attachment A of the contract?</p> <p>If yes, Receiving Agency ensures that contract personnel are held to the same standard of processing, training, and protecting information as Recipient Agency employees who have a need to use the TWC information for the Limited Purpose.</p> | <p>Yes: __ No: __</p> <p>Yes: __ No: __</p> |

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

 Signature

 Date

 Printed Name and Title

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department |
 Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

Email: SelfAssessmentReports@twc.texas.gov

Fax: 512-936-021

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

| CONTRACTOR INFORMATION | | Please answer each question. Do not leave any unanswered. |
|------------------------|--|--|
| 1. | Legal name of requesting governmental entity/Responsible Financial Party | U.S. Department of Health and Human Services, Office of Inspector General, Office of Investigations, Dallas Regional Office |
| 2. | Entity Tax ID# | 26-1803548 |
| 3. | Street Address – Line 1 | 1100 Commerce Street |
| 4. | Street Address – Line 2 | Suite 629 |
| 5. | City, State, Zip | Dallas, Texas 75242 |
| 6. | New request or renewal of an existing contract? | <input type="checkbox"/> New request <input checked="" type="checkbox"/> Extension of existing agreement Previous/Current Contract #: _____ <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows: |
| 7. | Type of entity and authority to contract | <input type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input checked="" type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority |
| 8. | Legal Purpose(s) for requesting information (Check all that apply) | <input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract) |
| 9. | Requested length of contract term | <input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years (Renewal Option up to a total of 5 years combined) |
| 10. | Requested start date | <input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting: 8/1/2023 |

| | DATA REQUESTED | Please answer each question. Do not leave any unanswered. |
|-----|---|--|
| 11. | Information requested (Check the data being requested) | <input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry:</u> View wage information for an individual. <u>Coworker Search:</u> View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information:</u> View demographic information for an individual. <u>Claims:</u> View unemployment insurance claim information. <u>Payments:</u> View unemployment insurance payment info. <u>Employer Search:</u> Search employers by name or address. <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File:</u> Search Employer Master File and view state unemployment tax information. |
| 12. | Method of receiving data | <input checked="" type="checkbox"/> Online access: Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Online Access for Over 25 User Accounts: *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: _____ _____ <input type="checkbox"/> Offline access: Offline Method of Transfer and Frequency: (Check applicable options) <input type="checkbox"/> Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify: <input type="checkbox"/> Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files. |

- One-time request for large quantity of records.
- One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN).
Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at [https://twc.govqa.us/WEBAPP/rs/\(S\(rqjbfuq2yv4rbj2wrzlu_c3se\)\)/suppothome.aspx](https://twc.govqa.us/WEBAPP/rs/(S(rqjbfuq2yv4rbj2wrzlu_c3se))/suppothome.aspx).

Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.

1. If other specific data elements are requested, provide a data format.

Offline Data Elements Requested:

Data elements to be submitted to TWC for the resulting matched data:

- SSN – Social Security Number
Data available from TWC available for SSN matches from the UI Wage Records:
 - Name: last, first, middle initial
 - NAICS
 - Quarter Wages were earned
 - Quarterly Wages
 - Employer Name
 - Employer Address
 - Employer Zip
 - Employer contract
 - Employer Telephone
 - Employer Tax Account Number

Instructions for submitting SSN-UI Wage Record Match Requests:

Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS

File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

- TWC Employer ID Number (EIN)
Data available from TWC available for EIN matches from the Employer Tax Master File:
 - Name: last, first, middle initial

| | | |
|-------------------------------|--|--|
| | | <p>Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number</p> <p>Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs):</p> <p>Format sample: 123456789 Send seed file via secure file transfer to Agency’s secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required)</p> <p><input type="checkbox"/> Federal Employer ID Number (FEIN) Same as Texas Employer ID information</p> <p>Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time:</p> <p><input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000</p> <p>Hourly rate for programming of a new request or modification of an existing job: \$48.81.</p> <p>De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p> |
| SAFEGUARD REQUIREMENTS | | Please answer each question. Do not leave any unanswered. |
| 13. | How will data be viewed? Select one of the three options. | <p>1) <input type="checkbox"/> We will ONLY view screen information. (Respond to #14-19, check “N/A” to #20 and #21.)</p> <p>2) <input checked="" type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input checked="" type="checkbox"/> We will transfer data into an electronic record. (Respond to #14-20, check “N/A” to #21.)</p> <p>3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. (Respond to #14-19 and #21, check “N/A” to #20)</p> |

| | | |
|-----------------|---|---|
| 14. | Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed. | <input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify: |
| 15. | Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed. | <input checked="" type="checkbox"/> Yes - Specify: disclosure to United States Attorney's Office, state District Attorney's Office, and potentially other federal agencies participating in specific investigative team ONLY when necessary for investigative or prosecutorial purposes. <input type="checkbox"/> No |
| 16. | What access control methods will you use for access to the TWC information? | <input type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input checked="" type="checkbox"/> National Institute of Secure Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards |
| 17. | How does your organization assess your security posture? How frequently are these assessments conducted? | <input checked="" type="checkbox"/> Vulnerability testing Frequency: Monthly scanning and remediation <input checked="" type="checkbox"/> Penetration testing Frequency: Annual <input checked="" type="checkbox"/> Audits Frequency: Tri Annual <input type="checkbox"/> Other – Please specify: Frequency: |
| 18.0 | Are background checks performed on employees who will access information? | <input checked="" type="checkbox"/> Yes, background checks are performed (go to 18.1). <input type="checkbox"/> No, background checks are not performed If No background checks are performed, state what type of records checks are being performed: |
| 18.1 | When are background checks performed? | <input checked="" type="checkbox"/> Pre-employment <input checked="" type="checkbox"/> Periodic checks during employment <input type="checkbox"/> N/A |
| 19. | How will you have an auditable trail? | <input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify: |
| 20. | How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system) | <input checked="" type="checkbox"/> Please specify: data is stored in encrypted file storage system inside protected agency network. Encryption at FIPS 140-3 standard and 256 BIT AES <input type="checkbox"/> N/A – We do not keep data at rest. |
| 21. | When will data destruction occur? | <input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify: Consistent with federal agency policy of maintaining records until conclusion of federal case and court appeals of the matter. <input checked="" type="checkbox"/> N/A - We do not retain data. |
| CONTACTS | | |

| | | |
|-----|--|--|
| 22. | Point of Contact Name (for daily matters) | Kelly Blackmon |
| 23. | Point of Contact Title | Assistant Special Agent in Charge |
| 24. | Point of Contact Phone | 469-271-3377 |
| 25. | Point of Contact E-mail | Kelly.Blackmon@oig.hhs.gov |
| 26. | Point of Contact Address | 1100 Commerce Street, Suite 629 Dallas, Texas 75242 |
| 27. | Alternate Point of Contact Name and Title | Triny Maribe |
| 28. | Alternate Point of Contact Phone | (912) 334-2648 |
| 29. | Alternate Point of Contact E-mail | Triny.Maribe@oig.hhs.gov |
| 30. | Alternate Point of Contact Address | If different from Point of Contact |
| 31. | Signatory Name | Derrick Franklin |
| 32. | Signatory Title | Assistant Inspector General for Investigations |
| 33. | Signatory Phone Number | (404) 823-2172 |
| 34. | Signatory E-mail | Derrick.Franklin@oig.hhs.gov |
| 35. | Signatory Address | If different from Point of Contact |
| 36. | Data Technology Contact Name | Kelly Blackmon |
| 37. | Data Technology Contact Phone | 469-271-3377 |
| 38. | Data Technology Contact E-mail | Kelly.Blackmon@oig.hhs.gov |
| 39. | Invoice Recipient Name | Triny Maribe |
| 40. | Invoice Recipient Phone Number | (912) 334-2648 |
| 41. | Invoice Recipient Title | Administrative Officer |
| 42. | Invoice Recipient E-mail | Triny.Maribe@oig.hhs.gov |
| 43. | Invoice Recipient Address | If different from Point of Contact |

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

DERRICK
FRANKLIN

Digitally signed by DERRICK
FRANKLIN
Date: 2023.06.01 14:26:19 -04'00'

June 1, 2023

Contract Signatory or designee

Date

Derrick L. Franklin, Assistant Inspector General

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com

Certificate Of Completion

Envelope Id: [REDACTED] Status: Completed
 Subject: Complete with DocuSign: Combined Contract.pdf - 2923EDE068 US Health and Human Services
 docSeqId:
 docType:
 Source Envelope:
 Document Pages: 27 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Christopher Murphy
 AutoNav: Enabled 101 E. 15th Street, Room 0154-B
 Enveloped Stamping: Enabled Austin, TX 78778
 Time Zone: (UTC-06:00) Central Time (US & Canada) Christopher.murphy@twc.texas.gov
 IP Address: [REDACTED]

Record Tracking

Status: Original Holder: Christopher Murphy Location: DocuSign
 7/26/2023 4:31:32 PM Christopher.murphy@twc.texas.gov
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Texas Workforce Commission- Production Location: DocuSign
 Account

Signer Events

John Greytok
 John.greytok@twc.texas.gov
 Security Level: Email, Account Authentication (None)

Signature



Timestamp

Sent: 7/26/2023 4:52:21 PM
 Viewed: 7/27/2023 8:28:06 AM
 Signed: 7/27/2023 8:31:01 AM

Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]

Electronic Record and Signature Disclosure:

Accepted: 7/27/2023 8:28:06 AM
 ID: [REDACTED]

Derrick Franklin
 Derrick.Franklin@oig.hhs.gov
 Security Level: Email, Account Authentication (None)



Sent: 7/27/2023 8:31:04 AM
 Viewed: 7/28/2023 3:57:05 PM
 Signed: 7/28/2023 3:58:02 PM

Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]

Electronic Record and Signature Disclosure:

Accepted: 7/28/2023 3:57:05 PM
 ID: [REDACTED]

Derrien Demps
 darrien.demps@oig.hhs.gov
 Security Level: Email, Account Authentication (None)



Sent: 7/28/2023 3:58:04 PM
 Viewed: 7/31/2023 7:07:16 AM
 Signed: 7/31/2023 7:08:15 AM

Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]

Electronic Record and Signature Disclosure:

Accepted: 7/31/2023 7:07:16 AM
 ID: [REDACTED]

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| | | |
|------------------------------|---------------|------------------|
| Agent Delivery Events | Status | Timestamp |
|------------------------------|---------------|------------------|

| | | |
|-------------------------------------|---------------|------------------|
| Intermediary Delivery Events | Status | Timestamp |
|-------------------------------------|---------------|------------------|

| | | |
|----------------------------------|---------------|------------------|
| Certified Delivery Events | Status | Timestamp |
|----------------------------------|---------------|------------------|

| | | |
|---------------------------|---------------|------------------|
| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|

Kelly Blackmon

Kelly.Blackmon@oig.hhs.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 7/27/2023 8:31:03 AM

Viewed: 7/27/2023 8:38:12 AM

| | | |
|-----------------------|------------------|------------------|
| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|

| | | |
|----------------------|------------------|------------------|
| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|

| | | |
|--------------------------------|---------------|-------------------|
| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|

Envelope Sent

Hashed/Encrypted

7/26/2023 4:52:21 PM

Certified Delivered

Security Checked

7/31/2023 7:07:16 AM

Signing Complete

Security Checked

7/31/2023 7:08:15 AM

Completed

Security Checked

7/31/2023 7:08:15 AM

| | | |
|-----------------------|---------------|-------------------|
| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|

| |
|---|
| Electronic Record and Signature Disclosure |
|---|

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